

Brian Guynn

bguynn@go2landmark.com

Mobile # (916) 417-9266

Business Profile: Real Estate Business

Summary

C-level real estate executive, with innovative free thinking management style and a strong people motivator, diverse knowledge base with significant experience in real estate development, construction of multi family residential, single family residential, affordable housing projects, mixed use and commercial developments. Additional relevant experience involved real estate acquisitions, dispositions and brokerage of corporate owned and contracted real estate inventory, managing construction operations, negotiated dispositions of special assets, appraisal and valuation processes.

Qualifications

- ◆ People skills and work ethic that inspire confidence and earn the trust and preference of clients.
- ◆ Excel with new challenges and opportunities for success.
- ◆ Strong problem solver, able to comprehend complex problems and relegate them to easily executable solutions.
- ◆ Thrive in high stress conditions and on projects with hard deadlines.
- ◆ Team builder and exceptional communicator, with an ability to create growth and drive momentum.

Experience

- ◆ Negotiated acquisitions and dispositions for corporate owned real estate projects.
- ◆ Supervise construction operations for single and multi family residential projects and commercial developments.
- ◆ Coordinate and supervise architectural and engineering services and related technical studies.
- ◆ Administer project entitlements for development projects.
- ◆ Performed project cost analysis and ensured budget constraints were maintained.
- ◆ Maximized operational efficiency with detailed sub-consultant management which established a track record for delivering projects on time and on budget.

Computer Skills

MS Office Suite ~ Word, Excel, Outlook, Project, Power Point
Adobe CS3 Suite ~ Acrobat Professional, Photoshop, In-Design
Intuit QuickBooks

Education

Undergraduate Business Admin and Real Estate Coursework at Cerritos Community College and Cal. State University, Fullerton
General Contractor License (inactive)
Real Estate Brokers License
Completed Real Estate Appraisers License Coursework

LANDMARK DEVELOPMENT GROUP, INC.

2681 WESTVIEW DRIVE LINCOLN, CA 95648 916.417.9266 BGUYN@GO2LANDMARK.COM

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made this 13th Day of May 2010, by and between Landmark Development Group, Inc. ("Consultant") and The City of Wheatland ("The City").

1. THE WORK. Consultant agrees to furnish all labor and personnel necessary to coordinate or perform the work (the "Work"). Generally, the Work relates to the Consultant researching and locating property in and around the City of Wheatland suitable for future waste water treatment facility to serve new development. The City has indicated interest in properties between 75 – 125 acres in size and in the approximate areas to the North and West of the City limits ("herein referred to as the "Property"). Consultant will be responsible to research property ownership, contact property owners, negotiate pricing and terms, write letters of intent, write purchase contracts for consideration by the City, and, if the City approves a purchase contract, facilitate the transaction through the escrow period to close.

1.1 Confidentiality Consultant agrees to maintain the confidentiality of the details of this real estate transaction and of this agreement until such time The City directs otherwise. Consultant shall not disclose or release documents and information received from the City to any other person unless authorized by the City or compelled by law.

2. ADDITIONAL WORK. Any work not described above is ("Additional Work") and shall be performed by Consultant upon the written or verbal request of The City or an authorized representative thereof. Environmental, engineering, entitlement and permitting services are available by separate agreement and NOT included in this agreement. Compensation for Additional Work, if any, shall be set forth in a separate agreement between the parties.

3. COMPENSATION.

3.1 Compensation. If the City approves a property purchase contract, Consultant shall be paid a commission equal to 4% of the contract purchase price, less any consulting fee's already paid, at the close of escrow. In addition, Consultant shall be paid a non-refundable consulting fee of \$100 per hour, not to exceed \$4,000 per month, which shall be applied against the 4% commission. If at the completion of a transaction, the consulting fee exceeds commissions owed, the consulting fee is capped at the total amount already paid and no further commissions are owed. Consulting fee's paid are considered earned by virtue of the time invested in the investigation of area properties

and their availability and/or suitability for The City and are non refundable.

3.2 Payment of Compensation. Consultant shall submit monthly invoices for consulting fee's for time spent on the Work. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, the City shall pay the invoice within 30 days of its receipt.

3.3 Reimbursable Expenses. The City also shall reimburse Consultant for its actual, necessary and reasonable expenses incurred by Consultant for items directly related to the search and acquisition of property on behalf of The City and in the performance of its scope of work e.g. blueprint copies, preprinted forms, preliminary title or escrow expenses.

4. NO GUARANTEE. Consultant makes no guarantee concerning acceptance of the results of its scope of work or completion of any transaction. Consultant will use due diligence and reasonable best efforts to obtain a suitable property to serve the needs of The City through all phases of the scope of work. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, and knowledge, to competently perform the Work provided by this Agreement. The City has relied upon Consultant's training, experience, skill, ability and knowledge as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. TERM AND TERMINATION OF AGREEMENT.

5.1 Term of Agreement. The term of this Agreement shall commence when the Agreement is duly executed by both parties and shall continue until completion of the Work or until the City terminates the Agreement by providing written notice of termination to Consultant.

5.2 Rights of Termination. This Agreement may be terminated by The City at any time and for any reason upon written notice to Consultant.

5.3 Payment on Termination. On termination of this Agreement by The City under Section 5 hereof, The City shall pay to Consultant all fees plus any reimbursable expenses earned through the date of termination pursuant to section 3.

6. SUB-CONSULTANTS.

6.1 Consultant's Use of Sub-Consultants. Any sub-consultant third party contracts will be submitted to The City for consideration and approval by The City prior to the commencement of any work on the Property by the sub-consultant. Consultant shall not enter into agreements with sub-consultants directly for the performance of the Work, or any part thereof, on The City's behalf without the City's written consent. For any City-approved sub-consultant, The City shall be responsible for costs billed by sub-consultants in the performance of the Work. Such subcontracts shall not constitute a violation of paragraph 7, below.

6.2 Responsibility for Work. Consultant shall be responsible for coordinating, supervising and directing the activities of its permitted sub-consultants and shall be solely responsible to The City for supervising and coordinating the performance of those sub-consultants in the performance of the Work and any approved Additional Work.

7. PERSONAL SERVICES CONTRACT; NO ASSIGNMENT. Consultant shall not without the prior written consent of The City, which consent may be withheld in The City's sole discretion, sell, assign, delegate or transfer Consultant's rights or interests in or under this Agreement.

8. NOTICES. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served (i) when personally delivered, or (ii) two (2) calendar days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) when delivered by Federal Express or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below their signatures. Either party may change its address for the purposes of this paragraph by giving five (5) days prior written notice of such change to the other party in the manner provided in this paragraph.

9.

10. GENERAL CONDITIONS. This Agreement shall be construed and interpreted under and shall be governed and enforced according to the laws of the State of California. This Agreement constitutes an agreement for the performance of work and services by Consultant as an independent contractor and not as an employee of The City. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between The City and Consultant except that of independent contractor. Consultant shall pay, and the City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify the City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any

adverse determination by the federal Internal Revenue Service, California Franchise Tax Board or other federal or state agency concerning Consultant's independent contractor status. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understandings between the parties with respect thereto. This Agreement and the covenants contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs and administrators, executors, permitted assigns and successors in interest.

11. BOOKS, RECORDS AND REPORTS. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. The City may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement.

12. Conflict of Interest. Consultant (including its principals, associates and professional employees) represents and acknowledges that (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and the City's conflict of interest code because Consultant will perform the Work independent of the control and direction of the City or of any City official, other than normal contract monitoring, and Consultant possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.

13. Ownership of Documents. Every report, contract, study, spreadsheet, plan, blueprint, drawing, map, photograph, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared by Consultant under this Agreement and provided to the City ("Work Product") shall be the property of the City, and the City shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without the City's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product

that is copyrighted by Consultant, the City reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If the City reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then the City shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For Work Product provided to the City in paper format, upon request by the City, Consultant agrees to provide the Work Product to the City in an appropriate and usable electronic format (e.g., Word document, Excel spreadsheet, AutoCAD file).

14. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. In accordance with California Code of Regulations title 13, section 2022.1, Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work.

15. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by the City), protect, and hold harmless the City, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Consultant's performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Consultant or its employees, agents and subcontractors, except where caused by the sole negligence or willful misconduct of the City or as otherwise provided or limited by law. Consultant's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

16. Insurance.

Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident	

Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name the City, its officers, employees, volunteers and agents as additional insureds

regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days' prior written notice to the City. Insurance is to be placed with insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to The City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable.

Proof of Insurance. Upon request, Consultant shall provide to the City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY:

The City of Wheatland

By: **Steve Wright**

Its: **City Manager**

ADDRESS:

111 C Street
Wheatland, CA. 95692

CONSULTANT:

Landmark Development Group, Inc.

By: **Brian Guynn**


Its: **President**

ADDRESS:

2681 Westview Drive
Lincoln, CA 95648